

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JERRY PINNELL, et al.,

Plaintiffs,

v.

**TEVA PHARMACEUTICALS USA,
INC., et al.,**

Defendants.

Civil Action No. 2:19-cv-05738-MAK

**STIPULATED MOTION FOR PARTIAL DISMISSAL OF INDIVIDUAL CLAIMS
ASSERTED BY PLAINTIFFS JERRY PINNELL AND SHANE PERRILLOUX**

Plaintiffs Jerry Pinnell (“Pinnell”), Shane Perrilloux (“Perrilloux”), and Jeremy Fernandez (collectively, “Plaintiffs”) and Defendants Teva Pharmaceuticals USA, Inc. (“Teva”), the Board of Directors of Teva Pharmaceuticals USA, Inc., and the Teva Pharmaceuticals USA, Inc., Investment Committee (collectively, “Defendants”), through the undersigned counsel, hereby jointly submit this stipulated motion regarding the partial dismissal of the individual claims released by Plaintiffs Perrilloux and Pinnell, and in support state as follows:

1. Plaintiffs Perrilloux and Pinnell are two of the three named Plaintiffs in this case. (See ECF No. 10, Pls.’ Am. Compl. ¶¶ 13-15.)
2. Perrilloux and Pinnell are no longer employed at Teva. Perrilloux’s employment terminated effective March 25, 2018. Pinnell’s employment terminated effective April 8, 2018.
3. At the time of their respective separations from employment, both Perrilloux and Pinnell entered into severance agreements with Teva. Pursuant to their respective severance agreements, Perrilloux and Pinnell received monetary payments and other benefits after their separation from employment.

4. In exchange for and as consideration for receiving severance-related monetary payments and other benefits, Perrilloux and Pinnell executed written agreements releasing claims against Teva and other releasees, including all of Teva's past and present subsidiaries, parent and related corporations, companies, insurers, joint ventures, partnerships, and divisions, and their past and present directors, trustees, officers, partners, members, managers, supervisors, employees, attorneys, and agents and their predecessors, successors and assignees.

5. Pursuant to the terms of their respective agreements, Perrilloux and Pinnell agreed to release and discharge Teva and the other releasees "from any and all legal, equitable or other claims, debts, contracts, complaints or causes of action . . . whether known or unknown," that either employee "now has or hereafter may have against Teva" and the other releasees.

6. The agreements provide specifically that the claims being released include claims "whether brought individually, in a representative capacity or as a member of any class of claimants, or in a collective action, under . . . any federal, state and/or local statutes or regulations including but not limited to, the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*" Plaintiffs' claims in this action arise under the Employee Retirement Income Security Act of 1974 ("ERISA").

7. By executing their respective agreements, Perrilloux and Pinnell acknowledged that they were waiving their rights to assert claims against Teva and the other identified releasees, that their waivers were knowing and voluntary, and that they had been advised in writing to consult with an attorney in connection with their respective agreements.

8. Pursuant to the terms of their respective agreements, Perrilloux and Pinnell agreed to release claims relating to "any cause, matter, thing or event . . . occurring at any time up to and including the date and time" that they signed their respective agreements.

9. Perrilloux signed his agreement as of March 26, 2018.

10. Pinnell signed his agreement as of April 13, 2018.

11. Both Perrilloux and Pinnell received the separation payments and other severance benefits provided for under their respective agreement. Neither Perrilloux nor Pinnell revoked their agreement.

WHEREFORE, Plaintiffs and Defendants jointly submit this stipulated motion and request that the Court enter an order dismissing **ONLY** the individual claims of Plaintiffs Perrilloux and Pinnell for the period up to and including the date as of which they signed their respective release agreement—specifically, March 26, 2018 as to Plaintiff Perrilloux, and April 13, 2018 as to Plaintiff Pinnell. Nothing in this stipulated motion shall preclude Plaintiffs from continuing to propose Plaintiffs Perrilloux and Pinnell as class representatives for the proposed class period of December 6, 2013 through June 28, 2019. Further, nothing in this stipulated motion shall preclude Defendants from challenging Plaintiffs Perrilloux and Pinnell as representatives of the proposed class.

Respectfully submitted,

Date: August 6, 2020

s/ Mark K. Gyandoh

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